



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

E. SUTHERLAND & CO. v. GIBSON.

Sept. 9, 1915.

[86 S. E. 108.]

1. Time (§ 11*)—Time of Delivery—Fraction of Day.—Where a particular day or time is appointed for delivery of goods or the payment of the price, the party to the contract has the whole of the day for performance on his part; and such right is not affected by a custom, where the contract was not entered into in pursuance thereof.

[Ed. Note.—For other cases, see Time, Cent. Dig. § 53; Dec. Dig. § 11.]

2. Customs and Usages (§ 15*)—Evidence—Admissibility.—Parol evidence is admissible to show the custom of the locality where a contract was made, or the usage of trade with reference to which, in the absence of special agreement, the parties are deemed to have contracted.

[Ed. Note.—For other cases, see Customs and Usages, Cent. Dig. §§ 30-33; Dec. Dig. § 15.]

3. Customs and Usages (§ 17*)—Varying Contract—Evidence.—Where the minds of parties to a written contract have met in an explicit understanding of the terms thereof, extraneous evidence of a custom which alters or varies the terms of such contract is inadmissible.

[Ed. Note.—For other cases, see Customs and Usages, Cent. Dig. § 34; Dec. Dig. § 17.]

Error to Circuit Court, Russell County.

Action by E. Sutherland & Co. against H. C. Gibson. Judgment for defendant, and plaintiffs bring error. Reversed and remanded.

Finney & Wilson, of Lebanon, for plaintiffs in error.

S. B. Quillen, of Lebanon, for defendant in error.

TAYLOR et al. v. CARTER et al.

Sept. 9, 1915.

[86 S. E. 120.]

1. Wills (§ 731*)—Construction—Interest of Beneficiaries.—Testator gave his residuary estate to the heirs of his brothers and sisters, and declared that any person taking under the will, who should be indebted to the estate, should pay the debt before participating under the will. Only two beneficiaries were indebted to the testator. One of them was indebted on a note maturing more than 20 years before. The beneficiary, finding that it provided for 8 per cent

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.